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Request for Proposals

Issued on behalf of The Danville – Pittsylvania Regional Industrial Facility Authority, VA. (RIFA)
(All references to the City of Danville in the role of owner shall be deemed to refer to the RIFA)

RFP 13/14-023

“Market Analysis”

1.0 GENERAL CONDITIONS

1.1 INTENT

It is the intent of this RFP to request proposals for a market analysis of its 3,500 acre industrial park known as the Berry Hill Mega Park. This site is intended to attract large scale employer(s) to benefit the job market in an area of a 40-miles radius surrounding the park.

1.2 DEADLINE

Sealed proposals shall be submitted no later than September 3, 2013 at 5:00 p.m.

City of Danville
Purchasing Department
427 Patton Street, Room 304
Danville, Virginia 24541

1.3 QUESTIONS

Any questions concerning this Request for Proposal should be directed to J. Gary Via, Purchasing Director, at 434-799-6528.

1.4 EQUAL OPPORTUNITY

During the performance of this contract, the Firm agrees as follow:

- 1.4.1 The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm also agrees to post in conspicuous place, available to employees and applicants for employment, notices setting for the provisions for this nondiscrimination clause.

- 1.4.2 The Firm also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- 1.4.3 The Firm in all solicitations or advertisements for employees placed by or on behalf of the Firm will state that such Firm is an equal opportunity employer.
- 1.4.4 Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purposes of meeting the requirements of this section.
- 1.4.5 Will include the provisions of the foregoing paragraphs in every subcontract or purchase order of \$10,000 so that the provisions will be binding upon each Contractor or Vendor.

1.5 CONFIDENTIAL INFORMATION

All proposals shall be held in confidence until the decision to award (to the extent allowable by law).

1.6 ELIGIBILITY

Proposals will only be accepted from firms who are actively engaged in the type of services called for in the RFP.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the RIFA upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligations to said RIFA or had failed to perform faithfully any previous contract with the RIFA.

1.7 VERIFICATION

Offenders will fully inform themselves as to conditions, requirements and specifications before submitting their proposal. Failure to do so will be at the offerors' own risk and they cannot secure relief on plea of error. Neither law nor regulations make allowance for error of omission or concession on the part of offerors.

1.8 INCURRING COSTS

All costs incurred in the preparation and submission of proposals will be borne by the offeror.

1.9 ECONOMY OF PREPARATION

Proposal documents must be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentation and items submitted in support of proposals will become part of the Contract.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn in person by an authorized representative of the offeror or by written notice received at any time prior to the closing date and time specified.

1.11 AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

OFFERS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS MAY BE REJECTED:

1.13.1 By returning one signed copy of the amendment.

1.13.2 By acknowledging receipt of the amendment on at least one signed copy of the offer that is submitted.

1.13.3 By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

1.12 PROPOSALS BINDING NINETY (90) DAYS

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent of both parties.

1.13 PERMITS

The Firm shall, at his own expense, secure any business or professional licenses, permits or fees required by the RIFA of Danville or Commonwealth of Virginia.

1.14 TERMINATION

After giving the Firm seven (7) days written notice, the RIFA may without breach terminate the services of the firm at any time and may finish the work by whatever method it may deem expedient.

2.0 CODE & STANDARDS

2.1 All related design services shall be performed by Firm in accordance with the current rules, regulations, requirements and standards of the State Board of Architectural and engineering firms, Professional Architectural and engineering firms, Land Surveyors and Certified Landscape Architectural and engineering firms of the Commonwealth of Virginia, and all applicable provisions of the Code of Virginia (1950), as amended. The City of Danville's Standard Requirements for A/E agreements shall apply.

2.2 The Firm, its officers, agents, employees and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulation of the agencies of each.

3.0 BACKGROUND The Danville-Pittsylvania Regional Industrial Facility Authority (RIFA) is requesting proposals for a market analysis of its 3,500 acre industrial park known as the Berry Hill

Mega Park. This site is intended to attract large scale employer(s) to benefit the job market in an area of a 40-miles radius surrounding the park.

The Mega Park is currently undergoing wetlands disturbance permitting by the U.S. Army Corps of Engineers (COE) through a joint permit application process that also involves the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Virginia Department of Environmental Quality, Virginia Marine Resources Commission, Virginia Department of Conservation and Recreation, and the Virginia Department of Historic Resources. RIFA has engaged Wetland Studies and Solutions, Inc. (WSSI) of Gainesville, Virginia to help navigate through the permitting process.

WSSI has determined that permit application reviewing agencies perceive RIFA's proposal as reflecting a "Field of Dreams" development plan with no reasonable assurances that it represents the least environmentally damaging practicable alternative in achieving desired economic development benefits. Moreover, without identified industrial tenants awaiting occupancy of the Mega Park, RIFA's proposal involves "speculative development" that is not approvable by the COE. As local government industrial parks are almost always speculative by nature and are developed and made ready for occupancy before industries are recruited, the permitting process is at an impasse.

In the absence of an identified manufacturing client, RIFA intends to produce a market feasibility analysis that verifies the demand for a large industrial park at the Berry Hill Mega Park location. In addition to addressing permit reviewing agency concerns that the proposed developments not disturb the area's natural environment only to stand vacant, the market feasibility analysis should provide direction to RIFA in its industrial recruitment efforts to effectively market the Mega Park. Please note that to support the cost of infrastructure development to the Park, the first client will have to have an electric power requirement of at least 20 megawatts.

4.0 SUMMARY OF SCOPE OF SERVICES TO BE PROVIDED BY THE FIRM

The analysis shall include the following:

- 4.1 Define the project's purpose and the need.
- 4.2 Define the market area that can satisfy the stated purpose and need (i.e., for jobs).
- 4.3 Identify the target user(s) market.
- 4.4 For each target user, identify specific development needs, including site acreage and layout and electric power, natural gas, water, wastewater, rail and roadway capacity needs, and workforce requirements.
- 4.5 Analyze and quantify the extent of demand from such target user(s) to project the likely absorption of the project's pad sites.
- 4.6 Inventory and assess alternate sites that could potentially satisfy the purpose and need of the Berry Hill Mega Park at lower environmentally damaging impacts.
- 4.7 Assess the number of jobs and types of job skills needed relative to the job creation expected from the target user(s) to demonstrate that the user(s) can be supported in this market and determine if there is likelihood for secondary effects to the aquatic environment from induced growth.
- 4.8 Compile a recommendation to RIFA for the most likely industrial segment user(s) for the site and provide a broad based marketing plan to pursue such prospective user(s).

- 4.9 Provide a synopsis of the known large domestic and international companies that are currently looking for greenfield expansion sites and who are projected to searching for location sites within five years.

Much of the technical data that will be needed for this analysis has been compiled by the Danville office of Dewberry & Davis, consulting engineers. RIFA will ensure that the firm doing this market analysis has access to any such data.

Time is of the essence in the completion of this analysis. Proposals shall include a timeline for accomplishing the requested work. Proposals must be received by Mr. Gary Via, Director of Purchasing City of Danville, P. O. Box 3300, 427 Patton Street, Danville, VA 24543, no later than September 3, 2013 at 5:00 PM EDT. Visits to the Berry Hill site prior to submission of proposal can be arranged if desired by contacting Mr. Jeremy Stratton, Director of Economic Development, City of Danville, at 434-793-1753 or jstratton@discoverdanville.com.

Additional services may be added, dependent upon feasibility of the project such as construction design and bid documents. These would be negotiated at a later date.

5.0 FIRM'S RELATIONSHIP TO THE RIFA

5.1 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Firm is in all respects an independent Contractor as to the work and is in no respect any agent, servant, or employee of the RIFA.

5.2 SUBCONTRACTING

The Firm may subcontract services to be performed hereunder with the prior approval of the RIFA, which approval shall not be unreasonably withheld. No such approval will be construed as making the RIFA a part of, or to, such subcontract, or subjecting the RIFA to liability of any kind to any Contractor.

5.3 NOVATION

The Firm shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, obligations, liabilities, or responsibilities under this Contract without the written consent of the RIFA; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the RIFA. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Firm's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools and equipment.

5.4 RIFA REPRESENTATIVE

Unless provided otherwise elsewhere in this document, the Contract Administrator is hereby authorized to act on behalf of the RIFA as to all matters relating to any Contract and/or services being performed hereunder. The Contract Administrator shall decide any and all questions, which may arise as to the quantity, character and quality of services performed or to be performed pursuant to any contract.

6.0 RESPONSIBILITIES OF THE RIFA

- 6.1 The RIFA designates Mr. Jeremy Stratton, Director of Economic Development, City of Danville to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define RIFA's policies and decisions with respect to the Firm's services for the Project.
- 6.2 Shall assist the Firm by placing at his disposal all available information pertinent to the Project.
- 6.3 Guarantee access to and make all provisions for the Firm and Contractors to enter upon public and private property as required to perform services under this Agreement.
- 6.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 6.5 Give prompt written notice to the Firm whenever the RIFA observes or otherwise becomes aware of any development that affects the scope or timing of the firm's services.

7.0 Indemnification

- A. The Firm shall indemnify, keep and save harmless the RIFA, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the RIFA, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Firm or his employees, or of the Contractor or his employees, if any, and the Firm shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the RIFA in any such action, the Firm shall, at his own expense, satisfy and discharge the same. The Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the RIFA, its agents, officials, and employees as herein provided. The Firm shall have charge and control of the entire work until its completion and acceptance by the RIFA.
- B. The Firm shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Firm. The Firm shall have charge and control of the entire work until completion and acceptance of the same by the RIFA.
- C. The Firm shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

- D. The Firm shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

8.0 Insurance

The Firm shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the RIFA; nor shall the Firm allow any Contractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the RIFA shall not relieve or decrease the liability of the Firm hereunder.

- A. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Firm shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Firm shall require the Contractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- B. Comprehensive General Liability Insurance: The Firm shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the RIFA and its offices, agents and employees, and any Contractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Contractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor
Broad Form Property Damage
Personal Injury

- C. Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

- D. Umbrella Policy. At the option of the Firm, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

- E. All policies shall name the RIFA, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the RIFA. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.
- F. Written evidence of the insurance required herein shall be filed with the RIFA not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

9.0 EVALUATION PROCEDURE

Each proposal will be evaluated based on the following:

- 9.1 The overall structure and quality of the proposal. Proposal should provide Firm's understanding of the scope and proposal should provide a proposed detailed scope to accomplish each aspect of the items listed in section 4.0.
- 9.2 Qualifications and experience of key personnel to be assigned to the project.
- 9.3 Overall qualifications of the Firm and subcontractors and proposed to complete the scope of services.
- 9.4 The ability of the firm to initiate work on this project in a timely manner and the firm's ability to provide its services within the project budget established by the RIFA.

10.0 AWARD PROCEDURES

- 10.1 A selection committee shall review the proposals submitted. After each proposal has been evaluated on the basis of the Architectural and Firming firm's approach to meeting the RIFA's needs, short listing procedures will narrow the list of candidates to the two or more best qualified firms.
- 10.2 Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the RIFA can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.
- 10.3 The Firm will be expected to initiate work on the project within five (5) days of the execution of a contract.
- 10.4 The RIFA reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the RIFA.

11.0 PROPOSALS What to submit (3 copies required)

11.1 LETTER OF TRANSMITTAL

Limit two (2) pages. Make a positive commitment to perform the required work within the time period requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your firm, their title, and telephone number. .

11.2 WORK EXPERIENCE

Indicate prior experience of your firm and proposed Contractors in performing work of this nature (include references). Provide resumes for key personnel who would be assigned to this project.

11.3 PROJECT APPROACH

Indicate your understanding as to the scope of the work requested and describe your firm's approach.

11.4 TIME PROJECTION

Proposals shall include a manpower availability chart to show the ability of the firm to initiate and complete the work on this project in a timely manner,

11.5 SPECIAL WORK

Indicate any special work your firm perceives as potentially necessary to successfully complete the project

